

SOLOMON HARRIS
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20 November, 2013

CONFIDENTIAL

Ian J. Gazes, Esq.
Receiver for Amerindo Technology Growth Fund II, Inc
151 Hudson Street
New York, New York 10013

Dear Mr. Gazes:

This Letter of Engagement (the "Engagement Letter") is entered into as of the date entered below and serves to confirm the retention of Solomon Harris ("SH") by Ian J. Gazes, the receiver appointed by the District Court for the Southern District of New York (the "NY Court") (the "Receiver") over Amerindo Technology Growth Fund II, Inc. ("Amerindo").

SCOPE OF SERVICES

SH will provide the following services to the Receiver

1. Legal advice as to Cayman Islands' law relevant to seeking recognition from the Grand Court of the Cayman Islands ("Cayman Court") of his appointment as Receiver (the "Recognition Application") in order that the Receiver may receive distributions that are due, or will become due, to Amerindo as a result of the court supervised liquidation of Amerindo Internet Growth Fund Ltd (in official liquidation) – Cayman Court cause number FSD 11 of 2011(ASCJ) (the "Liquidation Proceeding").
2. Representation before the Cayman Court in relation to both the Recognition Application and the Liquidation Proceeding.

TERMS OF PAYMENT

In exchange for SH's services provided to the Receiver with regard to this case, the Receiver will pay for the time and expenses incurred by SH in the course of providing the services. SH will receive compensation on an hourly basis, subject to the approval of the NY Court and in compliance with "SEC's receiver billing guidelines" and any such other procedures as may be fixed by order of the NY Court for professional services rendered by SH. Currently, the applicable hourly rates for employees of SH range from: Partners \$700.00; Associates \$550.00; Articled Clerks and Paralegals US\$225.000. These rates may be subject to change over the course of the engagement.

Disbursements shall be charged in accordance with the relevant SEC guidelines and will be added to the fees. The way in which disbursements are incurred and charged is fully explained in the Terms and Conditions below. In the event that the Terms and Conditions conflict with the relevant SEC Guidelines, the SEC Guidelines shall prevail.

In addition, as a result of the Court Fees Rules of the Grand Court of the Cayman Islands, parties to litigation are charged significant fees for various Court filings, hearings etc. We can confirm that the filing fee for the Recognition Application is CI\$5,000.00 (US\$6,097.50) which will be advanced by the Receiver prior to filing the Recognition Application.

SH has agreed to a voluntary reduction of 20% on all fees associated with the work performed under this agreement.

SH will deliver statements for fees and expenses to the Receiver on a monthly basis. Services and expenses not posted as of the monthly closing date will appear on a subsequent bill. SH acknowledges that all applications for compensation are interim and are subject to a cost benefit review and final review at the close of the receivership.

SH acknowledges that interim fee applications may be subject to a holdback in the amount of 20% of the amount of fees and expenses for each application filed with the NY Court. The total amounts held back during the course of the receivership will be paid out at the discretion of the NY Court as part of the final fee application submitted at the close of the receivership, or such earlier time as the NY Court may allow.

PRIVILEGE

SH'S WORK PRODUCT SHALL BE SUBJECT TO ATTORNEY-CLIENT OR ATTORNEY WORK-PRODUCT PRIVILEGE

SH will be retained by the Receiver, and SH's work product shall be considered subject to the rules of Attorney – Client/Attorney Work Product Privilege. SH shall not produce any work papers if subpoenaed without first notifying the Receiver to enable the Receiver to make appropriate legal objections.

EXCLUSIONS

This engagement does not include any services not specifically identified in this Engagement Letter. Any additional services requested by the Receiver will be subject to a separate written understanding before the additional services are commenced and billed at our standard hourly rates.

The parties intend this Engagement Letter and the Terms and Conditions below (collectively, the "Agreement") to be the final expression of the terms of their agreement and further intend that this Agreement be the complete and exclusive statement of all the terms of their agreement. This Agreement supersedes all prior agreements and all agreements made contemporaneously with the execution of this Agreement. Any prior agreement or oral contemporaneous agreements may not be used to contradict, supplement or explain this Agreement.

DISCLOSURE OF RELATIONSHIPS

SH has performed an examination to determine whether it has any connection to the Defendants or any other parties in interest (each an "Interested Party" and, collectively, the "Interested Parties"). SH conducted a search of SH's client database to determine whether SH had any connection to any Interested Party. Other than the matters disclosed below, SH's review has indicated that SH does not

represent, and has not previously represented, any Interested Parties in any matter relevant or related to Amerindo.

Relationships with Interested Parties:

1. Currently acting for a Dutch bank which is listed as a creditor of Amerindo in relation to claims brought against various entities within the banking group (amongst others) by certain investors of a Cayman Islands' investment fund which is unrelated to, and has no current or past connection with, Amerindo;
2. Currently acting for a Cayman bank and trust company client which is listed as a creditor of Amerindo giving ongoing advice in relation to a number of different matters which are all unrelated and unconnected to Amerindo; and
3. Previously acted for a Swiss bank which is listed as a creditor of Amerindo advising in relation to that bank's investments in Cayman Islands' investment funds which are all unrelated and unconnected to Amerindo (historical engagement – no current instruction).

We appreciate this opportunity to be of service to you. If the foregoing is in accordance with your understanding, please sign this original where indicated and immediately return it to us with the requested retainer in the enclosed envelope. A copy is enclosed for your records.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Solomon Harris", written over a horizontal line.

Solomon Harris

This engagement and its terms as set forth above are accepted and authorized:

/s/ Ian J. Gazes

Ian J. Gazes

Receiver of Amerindo Technology Growth Fund II, Inc

Date 20 November, 2013

TERMS AND CONDITIONS

These Terms and Conditions and the Engagement Letter, and any subsequent amendments or addenda thereto, (collectively the "Agreement") constitute the entire agreement between Ian Gazes as Receiver to Amerindo and SH regarding the services described in the Engagement Letter. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Engagement Letter.

INTRODUCTION:

Our objective at all times is to provide you with a high quality, prompt and cost effective service. These Terms and Conditions, and any written communication varying or supplementing them, set out the basis upon which our services are provided. By instructing us, or continuing to instruct us, following receipt of these Terms and Conditions and any such communication, you are deemed to accept that these Terms and Conditions and any such communication comprise the terms upon which our services are provided.

INSTRUCTIONS:

We will agree with you at the outset the scope of our instructions. As you will appreciate, we are not responsible for failing to advise or comment on any matter which falls outside the scope of your instructions. With regard to the Cayman Islands' anti-money laundering legislation, we take seriously our obligation of "know your client". Therefore, we may require you to provide appropriate due diligence documentation before accepting or acting on your instructions or at any time throughout the engagement if, in our sole discretion, we deem it appropriate. We will almost always require due diligence in the case of instructions to form a Cayman Islands company, partnership or trust.

FEES:

As our time and expertise are the key elements of our service, our fees are calculated by reference to the normal hourly rates of the lawyers concerned.

Any estimate given should be treated as a guide to assist you in budgeting and not as a firm quotation. Where a transaction or matter aborts we will charge for the work done up to the point it aborts.

DISBURSEMENTS:

In appointing us to act on your behalf you are authorizing us to incur such disbursements as we consider necessary in connection with the matter.

Disbursements we pay to third parties including, but not limited to Companies Registry, Courts, experts, counsel and other advisors on your behalf will be invoiced by us to you at the amount paid by us.

We also treat the cost of overseas phone calls and faxes, and courier charges, document management, storage and electronic copying costs as disbursements and these are invoiced to you at the cost to us. In addition, printing, photocopying and scanning are disbursements which are charged at US\$0.15 per page.

Cost of travel and accommodation whilst on client business will be invoiced to you at the cost to us.

On occasion your instructions may involve us in incurring disbursements of an unforeseen nature. If such disbursement is reasonably expected to exceed US\$100.00, we will discuss the need for, and cost of, the disbursement with you.

Please note that this Firm will generally not pay disbursements on behalf of clients where it does not have an adequate retainer to cover those disbursements.

CURRENCY EXCHANGE ON PAYMENT:

Our invoices will be expressed in US Dollars or Euros. If you pay our invoice in a currency other than that in which it is invoiced, and our bank's applicable exchange rate means we receive less than the converted amount, we reserve the right to seek payment of the balance from you. If our bank's applicable exchange rate means we receive more than the invoiced amounts we will account to you for the balance if it is over US\$100.00 or currency

equivalent.

TRANSFER OF MATTERS:

If you instruct us that you wish us to cease work on a matter, in regard to which you have engaged us as your attorneys, and transfer the matter to another attorney, or to you, then you will be charged for all time and disbursements, including document management, storage and electronic copying costs incurred by us in carrying out those instructions in accordance with the terms of the original engagement letter and these Terms and Conditions.

REQUEST FOR WORK POST COMPLETION/TERMINATION:

If you request us to carry out work, provide information or documents on a matter which has been completed or in regard to which you previously instructed us to cease work, then you will be charged for all time and disbursements, including, document management, storage and electronic copying costs incurred by us in carrying out those instructions in accordance with the terms of the original Engagement Letter and these Terms and Conditions.

OTHER WORK REQUIRED DUE TO REQUEST:

If it is necessary for us to spend time regarding a matter in which we are, or were previously, carrying out work for you, due to a request from a regulatory authority, by order of a Court or as a result of any dispute in which you are involved, then you will be charged for all time and disbursements, including document management, storage and electronic copying costs incurred by us in carrying out the necessary work in accordance with the terms of the original Engagement Letter and these Terms and Conditions.

INVOICING:

The Firm's Managing Partner may determine and instruct any attorney within the Firm after careful review of any client file, that the acting attorney(s) must cease work on the client matter where it has been identified as a problematic account. This will only occur where the Firm has made reasonable efforts to have the client settle undisputed and outstanding invoices or such portion of undisputed invoices and the client has failed to comply. The client should also be aware that the Firm has no obligation to advance funds in respect of disbursements on behalf of the client and any delays in proceeding in their matter due to lack of funds is entirely the risk of the client.

If we receive instructions from an intermediary (e.g. a lawyer, accountant, bank or other financial institution, company manager, company formation agent, consultant or the like) our fees and disbursements will, unless otherwise agreed by us in writing, be invoiced to such intermediary who will be responsible for payment of such fees and disbursements.

If we receive instructions from, or on behalf of, more than one person, firm or company to deal with any particular matter, each person, firm or company from whom we received instructions can be held jointly and separately responsible for payment of our fees and disbursements.

CLIENT MONIES:

Monies received from, or on behalf of, a client of the Firm ("Client Monies") will be deposited in the Firm's general client account. Except as mentioned in the next paragraph, the Firm will not account to a client for interest earned on Client Monies.

Where Client Monies to be held by the Firm for a particular client will exceed US\$25,000 or currency equivalent and are likely to be held by the Firm for more than 30 days, the client may prior to depositing such Client Monies with the Firm, or at any time thereafter, whilst such Client Monies are held by the Firm, request that such Client Monies be placed on fixed rate deposit with the Firm's bank, for such period as shall be appropriate having regard to when the Client Monies are likely to be required and the period(s) for which the Firm's bank offers fixed rate deposits at the relevant time. Following maturity of any such fixed rate deposit the Firm will account to the client for the relevant interest received from the Firm's bank less bank charges and the Firm's reasonable administrative costs.

COMPLAINTS:

If you have any complaint about the service we provide and do not wish to discuss the matter with the lawyer acting for you, we would request that you speak to the Firm's Managing Partner, Sophia Harris.

FOREIGN LAW:

We are not qualified to advise or comment upon the laws of any jurisdiction other than the Cayman Islands and shall, under no circumstances, have any liability with regard to the laws of any other jurisdiction or be taken to have advised on the laws of any other jurisdiction. Therefore, if we are requested to review or comment upon any document which is governed by the law of any jurisdiction other than the Cayman Islands, we will do so on the basis that it is assumed that the applicable provisions of the governing law are the same as Cayman Islands law in all material respects. Since there could be significant differences between such laws, you should, in such circumstances, always consider instructing other legal counsel qualified to advise upon the governing law of the document.

It is important that you seek professional advice in your home and/or other relevant jurisdictions to ensure that any steps to be undertaken in the Cayman Islands do not infringe or give rise to adverse consequences or reporting or other obligations under the laws (including tax laws) in force in such jurisdiction(s).

ELECTRONIC COMMUNICATION:

We may communicate with you by email or other electronic means. As you will be aware, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We will use reasonable endeavours to check for the most commonly known viruses at the relevant time before sending information electronically but shall not have any liability to you arising from or in connection with any electronic communication of information to you.

GOVERNING LAW AND JURISDICTION:

These Terms and Conditions and any other terms agreed between you and us are governed by, and shall be construed in accordance with, the laws of the Cayman Islands.

The Grand Court of the Cayman Islands shall have exclusive jurisdiction to settle any dispute which may arise between us. To this end, you and we irrevocably agree to submit to the jurisdiction of the Grand Court of the Cayman Islands and irrevocably waive any objection to any action or proceedings being brought in that Court or any claim that any such action or proceedings have been brought in any inconvenient forum. Judgment in any suit, action or proceedings brought in the Grand Court of the Cayman Islands shall be conclusive and binding and may be enforced in the courts of any other jurisdiction.